

EXHIBIT A

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* Each license of the deployment or runtime Software may be installed only on a single machine or network server.

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This Agreement will automatically terminate if you breach any of the terms and conditions of this Agreement. You agree to destroy the original and all copies of the Software and Documentation, or to return them to Pervasive upon termination of this license. Sections 3, 4, 6, 7, 9, 11, 12, 13, 14 and 15 of this Agreement will survive any termination hereof.

15. Miscellaneous.

15.1 Complete Understanding. This Agreement represents the complete agreement concerning the subject matter between you and Pervasive and supersedes all prior agreements and representations between you and Pervasive.

15.2 Modification. This Agreement may be amended only in writing executed by both parties. Any purchase order placed by you is accepted only upon your assent to the terms and conditions of this Agreement, and not those contained in Your purchase order. NO VENDOR, DISTRIBUTOR, DEALER, RETAILER, SALES PERSON OR OTHER PERSON IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION, OR PROMISE WHICH IS DIFFERENT THAN, OR IN ADDITION TO, THIS AGREEMENT ABOUT THE SOFTWARE.

15.3 Governing Law. This Agreement is governed by the laws of the State of Texas (U.S.A.) exclusive of its choice of law provisions. This Agreement expressly excludes the United States Convention on Contracts for the International Sale of Goods.

15.4 Waiver. No waiver of any right under this Agreement will be effective unless in writing, signed by a duly authorized representative of Pervasive. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement.

15.5 Audit. You agree to maintain sufficient records, logs, and other materials ("Records") sufficient to document that your use of the Software is in accordance with the terms of this Agreement. Pervasive may audit such Records upon reasonable notice.

15.6 Severability. If any provision in this Agreement is held invalid or unenforceable, that provision will be construed, limited, modified, or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement will remain unaffected.

15.7 Export Controls. None of the Software or underlying information or technology may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (ii) to any

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15.11 English will be the controlling language of this Agreement.

15.12 Maintenance and Support Services. If you have selected and paid for maintenance and support services for the Software, Pervasive agrees to provide maintenance and support services for the Software subject to the terms and conditions of this Agreement and the standard Pervasive maintenance and support services terms applicable to the maintenance and support plan level selected by you. All error corrections, updates, and upgrades provided by Pervasive to you in connection with maintenance and support services are hereby deemed Software and are

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